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Attorneys for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

MEDEVA PHARMA SUISSE A.G., and
WARNER CHILCOTT
PHARMACEUTICALS INC., and
WARNER CHILCOTT COMPANY, LLC,

Plaintiffs,

v.

PAR PHARMACEUTICAL, INC., and
EMET PHARMACEUTICALS, LLC,
Defendants.

Civ. Action No. 3:07-CV-05165

Hon. Freda Wolfson, U.S.D.J.
Hon. Tonianne Bongiovanni, U.S.M.J.

**DECLARATION OF
PAUL A. AINSWORTH
IN SUPPORT OF PLAINTIFFS'
MOTION TO DISMISS DEFENDANTS'
COUNTERCLAIM FOR LACK OF
SUBJECT MATTER JURISDICTION**

I, PAUL A. AINSWORTH, hereby declare as follows:

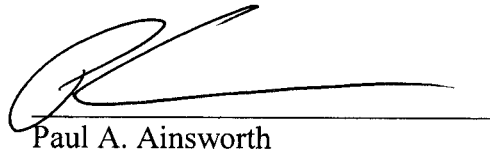
1. I am an associate at the law firm of Covington & Burling, counsel for the Plaintiffs Medeva Pharma Suisse A.G. ("Medeva") and Warner Chilcott Pharmaceuticals Inc.

and Warner Chilcott Company, LLC (“Warner Chilcott” and collectively, “Plaintiffs”). I submit this declaration in support of Plaintiffs’ Motion to Dismiss Defendants’ Counterclaim for Lack of Subject Matter Jurisdiction.

2. Attached as Exhibit A is a true and correct copy of Plaintiffs’ Covenant Not to Sue.

* * *

I declare under penalty of perjury that the foregoing is true and correct.



Paul A. Ainsworth

Dated: November 22, 2010

EXHIBIT A: COVENANT NOT TO SUE

On this 22nd day of November, 2010, Medeva Pharma Suisse A.G. ("Medeva") and Warner Chilcott Pharmaceuticals Inc. and Warner Chilcott Company, LLC (collectively, "Warner Chilcott") and its respective parents, subsidiaries, affiliates, licensees, transferees, and successors covenant not to sue Par or EMET under any patent claim of United States Patent 5,541,171 ("the '171 Patent") only with respect to:

1. the filing with the United States Food and Drug Administration of Abbreviated New Drug Application ("ANDA") No. 200-730 as it existed on the date of execution of this Covenant, which seeks approval to engage in the commercial manufacture, use, and sale of a delayed release dosage form containing 5-amino-salicylic acid; and/or
2. the manufacture, use, sale offer for sale, or importation by or for Par or EMET of the drug product or formulation of any dosage strength described in ANDA No. 200-730 as it existed on the date of execution of this Covenant, if approved by the United States Food and Drug Administration.

Medeva and Warner Chilcott further covenant not to assert the '171 Patent against any Par or EMET parent, subsidiary, affiliate, customer, manufacturing partner, supply partner, marketing partner, licensee, or purchaser of the portion of Par's or EMET's business to which ANDA No. 200-730 relates, based on any activity described in paragraph 2 above.

This Covenant does not either expressly or by implication, estoppel, or otherwise, constitute an admission by Medeva or Warner Chilcott as to the scope or interpretation of the claims of the '171 Patent, the infringement of the '171 Patent, or the validity or enforceability of the '171 Patent.

Apart from the foregoing covenant not to sue Par or EMET under any claim of the '171 patent, this Covenant does not affect or limit in any way, either expressly or by implication, estoppel, or otherwise, Medeva's or Warner Chilcott's right to sue or assert any other right against Par or EMET and/or any parent, subsidiary, affiliate, or successor companies. Neither Par nor EMET nor any of their parents, subsidiaries, affiliates, or successor companies shall, as a result of this Covenant, have any license or other right under any continuation, continuation-in-part, or divisional of the '171 Patent, or any other Medeva or Warner Chilcott patents.

MEDEVA PHARMA SUISSE A.G.

By: h. o. t. J. E. A. C. H. O. T.

Name: D. BOVET J. E. A. C. H. O. T.

Title: DIRECTOR DIRECTOR

**WARNER CHILCOTT
PHARMACEUTICALS INC., and
WARNER CHILCOTT COMPANY, LLC**

By: _____

Name: _____

Title: _____

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This Covenant does not either expressly or by implication, estoppel, or otherwise, constitute an admission by Medeva or Warner Chilcott as to the scope or interpretation of the claims of the '171 Patent, the infringement of the '171 Patent, or the validity or enforceability of the '171 Patent.

Apart from the foregoing covenant not to sue Par or EMET under any claim of the '171 patent, this Covenant does not affect or limit in any way, either expressly or by implication, estoppel, or otherwise, Medeva's or Warner Chilcott's right to sue or assert any other right against Par or EMET and/or any parent, subsidiary, affiliate, or successor companies. Neither Par nor EMET nor any of their parents, subsidiaries, affiliates, or successor companies shall, as a result of this Covenant, have any license or other right under any continuation, continuation-in-part, or divisional of the '171 Patent, or any other Medeva or Warner Chilcott patents.

MEDEVA PHARMA SUISSE A.G.

By: _____

Name: _____

Title: _____

**WARNER CHILCOTT
PHARMACEUTICALS INC., and
WARNER CHILCOTT COMPANY, LLC**

By:  _____

Name: Izumi Hara

Title: SVP and General Counsel